

**THE BILATERAL DEU-HRV GOVERNMENTAL AGREEMENT
– PRINCIPAL REGULATIONS –**

Agreement

between

the Government of the Federal Republic of Germany

and

the Government of the Republic of Croatia

on

the establishment of the

Regional Arms Control Verification and Implementation Assistance Center

(RACVIAC)

The Government of the Federal Republic of Germany

and

the Government of the Republic of Croatia

have agreed as follows:

Article 1

Objectives

1. Within the framework of the Stability Pact for South Eastern Europe, signed in Cologne on 10 June 1999, the Regional Arms Control Verification and Implementation Assistance Center in South Eastern Europe (hereinafter referred to as RACVIAC) has been established.
2. This Agreement shall define the structure, general organizational issues and tasks of RACVIAC, including aspects relating to the financial contributions of the Federal Republic of Germany and the Republic of Croatia to the establishment and operation of RACVIAC.
3. The seat of RACVIAC is in Croatia.
4. RACVIAC shall be open to the participation of all interested States, in accordance with the principles established by the Stability Pact.

Article 2

Multinational Advisory Group

1. The Multinational Advisory Group (hereinafter referred to as MAG) shall act as the supervisory body of RACVIAC. Each Party to this Agreement shall be represented in the MAG by one representative. The MAG will determine its own Terms of Reference. The Director of RACVIAC and the Head of the Budget/Finances Element or their Deputies shall serve as permanent advisory members of the MAG.
2. The MAG shall act as the controlling body of RACVIAC. By consensus of its members, it shall take policy decisions on the activities offered by RACVIAC and assess the conduct of these activities.
3. The MAG shall meet at least once a year. It shall adopt rules of procedure specifying the relevant details. The Secretariat's tasks shall be assumed by the office of the RACVIAC Deputy Director and Chief of Staff.
4. Within its area of responsibility, the MAG shall issue directives to the RACVIAC Director. The Director shall have to report to the MAG on their implementation.

Article 3

General Organizational Issues

1. The RACVIAC shall have a legal personality. It shall have a capacity to enter into contracts in order to fulfill its functions.
2. The RACVIAC, its premises and property shall enjoy a status equal to that accorded to diplomatic missions under the Vienna Convention on Diplomatic Relations of 18 April 1961. In particular, the RACVIAC shall be exempted from taxes in respect of all goods, services and facilities in the Republic of Croatia, including fuel delivery, purchased for its official use. In addition, the RACVIAC shall be exempt from import duty in respect of all goods imported for its official use.
3. The staff members of the RACVIAC, including the Director, and their spouses and relatives dependent on them shall enjoy in the Republic of Croatia the status equal to that accorded to administrative and technical staff and members of their families forming part of their respective households in Article 37 of the Vienna Convention on Diplomatic Relations of 18 April 1961. No exceptions from the stipulation of Article 34 of the Vienna Convention on Diplomatic relations of 18 April 1961 will be granted. In case a staff member of the RACVIAC is a national or permanent resident of the Republic of Croatia, he or she shall, however, enjoy immunity with respect of acts done in his or her official capacity. This does not apply to personnel recruited in accordance with paragraph 4 of this Article.
4. The RACVIAC may recruit locally such auxiliary personnel as it requires, in accordance with Croatian national legislation.
5. The RACVIAC shall provide the State Protocol of the Government of Croatia with a list of the names, place and date of birth, country of origin, photographs and title and rank of those persons who will be staff members of the RACVIAC and their spouses

and relatives dependent on them forming part of their respective households, as well as a curriculum vitae of the Director. Upon their arrival, the staff members of the RACVIAC will be issued with an appropriate identification card by the State Protocol of the Government of the Republic of Croatia. During their stay in the Republic of Croatia, the staff members of the RACVIAC shall at all times carry their identification card.

Article 4

Tasks

1. The RACVIAC shall form the organizational framework for the training of verification personnel, serving as a forum for conventional arms control issues in this region. It shall, however, not fulfill verification tasks related to the implementation of such agreements. To this end, RACVIAC shall, above all, enable the states of the region to fully take part in the implementation of the arms control agreements to which they are parties. Moreover, by initiating and maintaining dialog and co-operation, it shall improve the knowledge about, and implementation of, arms control arrangements and prepare the states for potential accession to arms control agreements.

2. The Director of the RACVIAC shall be responsible for the planning and conduct of the training events and activities offered by the RACVIAC. The Director shall draw up an annual budget for the planned projects of the RACVIAC in co-operation with the Head of the Budget/Finance Element and submit it to the MAG for approval. The Director is responsible for the open and transparent implementation of the RACVIAC budget.

Article 5

Human Resources

1. The Parties shall provide personnel, equipment and other resources necessary for the operation of the RACVIAC. The personnel concerned shall usually be dispatched for a period of two years, but not less than one year, in accordance with the mutually agreed staff plan.

2. The position of the Director of the RACVIAC shall be rotated among the Parties by decision of MAG. This assignment shall not exceed two years, unless otherwise agreed by the MAG.

3. The working language of the RACVIAC shall be English. For the daily work, Croatian and German may be used as well; however, all documents shall be written in English.

4. The initial structure and staffing of the RACVIAC will be approved by the MAG.

Article 6

National Responsibilities

1. Issues concerning discipline and national obligations shall remain responsibilities of the States concerned. The Parties shall ensure that their personnel comply with the guidelines and procedures established by the RACVIAC Director or his deputy within the limits of the respective national laws and guidelines.
2. The national components shall retain the authority to support unilateral national tasks depending on the situation. If a withdrawal of a national component should become necessary, the respective component shall inform the Director of RACVIAC as early as possible.

Article 7

Financing

1. The major share of the operating costs for the first three years shall be borne by the Federal Republic of Germany within the limitations of the financial provisions for Stability Pact purposes. Stability Pact funds are provided by the Federal Republic of Germany for the implementation of particular projects. The basis on which these funds are provided is a budget, approved by the MAG, containing these projects. The states represented in the MAG are requested to agree on the subsequent operation of RACVIAC and the key for the distribution of the costs arising from it.
2. The Republic of Croatia shall provide certain support services as defined in a Technical Agreement between the Republic of Croatia and the RACVIAC.

Article 8

Joint Inventory, Condition Reports and Residual Value

1. Within thirty days after handing over infrastructure and equipment to the RACVIAC, the representatives of the Parties shall draw up a joint inventory and condition report on that part of the barracks "Vitez D. Martić" at Rakitje which shall be used by the RACVIAC. The inventory and the condition report shall continuously be updated.
2. Within thirty days after termination of this Agreement, final joint inventory and condition report shall be compiled and compared to former joint inventory and condition report to establish whether there are any obligations to carry out repairs.
3. Any claims with regard to the residual value at the termination of this Agreement shall be established through negotiations between the Parties.

Article 9

Security

The transmission, custody, use and safeguarding of all classified material distributed or drawn up within the framework of this Agreement shall be subject to the national security regulations of the Parties.

Article 10

Claims for Damages and Liability

1. The Parties shall mutually waive all claims against each other with regard to personal injuries and damages to property unless they were caused intentionally or by gross negligence.

2. Third party claims arising from acts or omissions by RACVIAC personnel in fulfillment of their official duties while conducting official tasks for the RACVIAC or from the official use of materials, which were employed by the personnel involved for RACVIAC purposes and caused the damage, shall be settled by the RACVIAC from its own budget, where this is possible without endangering essential RACVIAC operations. Whenever this is not possible, the Parties shall negotiate a solution.

3. In case of dispute concerning a third party claim, the claim shall be submitted to a Mixed Claims Commission. Its composition and terms of reference shall be agreed upon by the Parties in an addendum to this Agreement.

4. Third party claims against RACVIAC staff members arising from the acts or omissions not connected to their official tasks shall be settled by the Party whose staff member caused the claim to arise.

Article 11

Vehicles

1. Vehicles owned or seconded by the Contributing Nations for the official use of the RACVIAC shall carry appropriate license plates provided by the Government of the Republic of Croatia.

2. The vehicles used by the RACVIAC shall carry Croatian third party insurance.

3. The Government of the Republic of Croatia accepts as valid without taxes, fees or a driving test the national drivers licenses of the RACVIAC personnel.

Article 12

Annexes

The attached Annexes containing detailed provisions on:

- Tasks (Annex A) and
- Infrastructure and Accommodation (Annex B)

shall constitute integral parts of this Agreement.

The Annexes may be changed with the approval of the Parties in accordance with Paragraph 2 of Article 13.

Article 13

Final Provisions

1. This Agreement shall apply provisionally from the date of its signature and shall enter into force thirty days after the receipt of the last notification that the national requirements for entry into force have been fulfilled.
2. This Agreement may be amended or supplemented by mutual written consent of the Parties in accordance with paragraph 1 of this Article.
3. The Governments of other interested States who intend to offer personnel, equipment or financial contributions to the RACVIAC under Article 1 paragraph 4 may be invited to accede to this Agreement. Notifications of accession shall be deposited with the Government of the Republic of Croatia which shall notify the Parties of each deposit. For each acceding Government the Agreement shall enter into force thirty days after the deposit of the respective instrument.
4. This Agreement may be denounced by each of the Parties through diplomatic channels giving six months' notice in writing to the other Party. The Parties shall consult each other to agree on mutually acceptable conditions of termination.
5. Any dispute concerning the interpretation or implementation of this Agreement shall be settled through consultations between the Parties without recourse to third parties. They will not be submitted to international courts or other courts of arbitration.

Done at Zagreb on _____ in two originals, each in Croatian, German and English languages, all texts being authentic. In case of divergences in interpretation, the English text shall prevail.

For the Government of the
Federal Republic of Germany

For the Government of the
Republic of Croatia

Annex A

Tasks of RACVIAC

1. General

The RACVIAC shall provide the organizational framework for the conduct of training activities, conferences and expert talks which are intended to improve verification and other implementation measures within the scope of arms control agreements to which the States of South Eastern Europe are Parties.

The RACVIAC shall conduct information events to familiarize interested States with other arms control agreements.

For the teaching of the training course lessons, the RACVIAC shall primarily rely on external personnel.

2. Details

The RACVIAC

- shall fulfill the function of a secretariat for the MAG;
- shall plan training measures relating to verification missions under the arms control agreements to which the states of the region acceded, as directed by the MAG;
- shall plan conferences, seminars, workshops and other events on arms control topics which serve to intensify dialog and co-operation among the states concerned, as directed by the MAG;
- shall conduct information events about specific arms control agreements, as directed by MAG;
- shall co-operate with the competent national and international bodies and verification agencies of other states in the planning, preparation, conduct and follow-up with regard to these tasks;
- shall select and invite external teaching personnel;
- shall support external teaching personnel in the preparation and conduct of training measures for verification missions
- shall maintain contact with the Croatian and other armed forces, if applicable, to ensure the support of training activities;
- shall provide support services to the seminar and course participants during their stay at the RACVIAC;

- shall evaluate and document all training activities;
- shall report to the MAG both regularly and on request;
- shall present the tasks, the importance and the results of its work to the armed forces of the states concerned as well as to the media and public, taking the various target groups into consideration;
- shall settle the accounts for all expenses incurred in fulfilling its tasks;
- shall prepare and update an annual and a medium-term financial plan.

Annex B

The Republic of Croatia shall provide accommodation for the RACVIAC staff a portion of the barracks "Vitez D. Martić" at Rakitje free of charge.